

# **REQUEST FOR PROPOSALS - SCOPE OF SERVICES**

## **GRAFTON COMMUNITY PRESERVATION PLAN**

### **GRAFTON, MASSACHUSETTS**

**October 25, 2019**

#### **A.) INTRODUCTION**

The Town of Grafton, Massachusetts (the “Town”) by and through its Community Preservation Committee (the “CPC”) seeks a qualified consulting firm (the “Consultant”) to work with the Town and CPC to prepare a Community Preservation Plan (CPP) under the requirements of MGL 44B. The firm must have a thorough understanding of the Community Preservation Act (CPA) and experience preparing these plans for other towns and committees.

#### **B.) PROJECT PURPOSE**

The Town adopted the CPA at the May 2001 Semi-Annual Town Meeting. The minimum property tax surcharge of 1.5%, with some exemptions, went into effect on July 1, 2002, the start of FY2003. This surcharge makes the Town eligible for a state match from the Massachusetts Community Preservation Trust Fund. In compliance with MGL Chapter 44B and the bylaw adopted at the semi-annual town meeting in May 2001, the CPC was formed to study and recommend to Town Meeting how Grafton’s revenues should be spent. This committee was organized in October 2002 and full appointed in January 2003.

A Grafton CPP was written and adopted in late 2004 by the CPC. It is very outdated, not reflecting all the work completed by the CPC, changes within the Town, and does not lend itself to an annual update.

#### **C.) PROJECT SCOPE**

Prepare a CPP that:

- Meets the requirements of MGL Chapter 44B known as the CPA
- 
- Establishes CPC goals, policies, and priorities in the three funding areas: Affordable Housing, Historic Preservation, Open Space and Recreation.
- Establishes an assessment process for review of project grants including submission guidelines and documents incorporating goals for each funding area.

- Outlines roles and responsibilities in the management of CPA funded projects.
- Creates the Plan such that it can be easily updated and adapted on an annual basis by the CPC.
- Document previously approved, ongoing, and completed CPA funded projects.
- Utilizes graphics and maps to document and relay project information and plan goals, objectives and priorities.
- Incorporates information and recommendations of the Grafton Master Plan, Grafton Open Space and Recreation Plan, Grafton Housing Production Plan, and any other documents deemed important.
- Through meetings and public forums seek community input to the plan with specific meetings held with community stakeholders: Grafton Land Trust, Affordable Housing Trust, Grafton Housing Authority, Recreation Commission, Historic Commission, Historic District Commission, Grafton Historical Society, Planning Board, Conservation Commission, Board of Selectmen, representatives from the local youth sports groups, the general public.

#### **D.) REQUIRED MEETINGS**

The project is comprised of the meetings listed below. At a minimum there shall be five (5) meetings, through the Consultant may elect to add more within their response to this RFP. However, in their proposal the Consultant shall recommend to the Town any modifications to the following scope which may further the project purpose and goals described above.

Collaboration is strongly encouraged in order to conduct informative meetings and produce a comprehensive and effective Plan document. In addition, use of online resources and social media will be an important component for this project and should be incorporated into the proposal.

**Project “kick-off” meeting:** The Consultant will conduct a meeting in Grafton with the Community Preservation Committee and other key project participants. The purpose of the meeting will be to review, and if necessary, refine the Project scope. Tentative dates and format for the community workshops will be discussed.

**Stakeholder and Public Meetings:** A meetings will be conducted with stakeholders and the public, in order to gather data and information relevant to the CPP. Meetings will be conducted with, at a minimum, the groups outlined in the Project Scope section. Where possible, meetings should be consolidated between various Boards, Departments, and interested parties, and the public.

**Preliminary Draft Meeting:** meeting with the CPC to review the preliminary draft plan and obtain comments.

**Public Hearing:** Hearing on the revised CPP to obtain public input.

**Final Plan Presentation:** Meeting with the CPC to review the final plan.

## **E.) PROJECT DELIVERABLES**

The selected applicant shall prepare and deliver the following:

- A draft CPA Plan
- A final CPA Plan
- Associated Maps and Graphics

All items shall be delivered in both electronic and hard copy (12 copies) form. The electronic format shall be compatible with the Town's computer system, including availability on the Town's website. All documents shall be the property of the Town.

## **F.) PROJECT BUDGET**

The Town has a budget for the project of \$15,000.

## **G.) PROJECT SCHEDULE**

All services required under this Scope of Services shall be completed within eight (8) months from the date the Town issues a "Notice to Proceed" to the Consultant. In their proposal, the Consultant shall outline a schedule for completing each task.

## **H.) PROPOSAL SUBMISSION REQUIREMENTS**

### **1. Technical Proposal**

For consideration, eight (8) copies of the technical proposal shall be submitted in an envelope with the Consultant's name and marked:

#### **Grafton Community Preservation Plan Technical Proposal**

And shall contain the following:

- i. A description of the firm's qualifications, including details of current and previous projects of this type.
- ii. The resumes of professional personnel who will be working on the project. The manager or professional who will be responsible for planning, coordinating, and conducting the majority of the work must be identified and committed to this project.
- iii. A list of potential sub-consultants proposed to assist the principal consultant. This list shall include the sub-consultant's qualifications pertinent to this project.

- iv. Client reference list with full contact information for clients for similar projects.
- v. Estimated timeline for completion of project.
- vi. A narrative description of the scope of work which substantiates the firm's understanding of the project and its objectives for the principle.
- vii. A written description of the firm's approach to soliciting input from various boards, stakeholders, and the public including detailed breakdown of the number and format of meetings viewed as necessary to complete the project.

## **2. Price Proposal**

Two (2) copies of the price proposal shall be submitted in a separate envelope with the Consultant's name and marked:

### **Grafton Community Preservation Act Plan Price Proposal**

And shall contain the following:

- i. Lump sum and direct cost breakdown of payment schedule for completion of the project.
- ii. Schedule of professional fees on an hourly basis.
- iii. Completed/signed copies of the Statement of Tax Compliance/Non-Collusion and Certificate of Vote.

All proposals shall be delivered to:

**Grafton Select Board's Office  
30 Providence Road  
Grafton, MA 01519**

**Proposals must be received at the above location no later than 4:00 PM, Wednesday December 4, 2019.**

All proposals shall remain firm for a period of sixty (60) days.

A sample contract is attached to this Request for Proposals.

## **I.) REVIEW / EVALUATION OF PROPOSALS**

The ideal candidate is a firm or individual with thorough familiarity with the Community Preservation Act and experience in preparing similar plans and documents. The Community Preservation Consultant Selection Committee (the "Committee") will rate each proposal according to the criteria below and make a recommendation of the most advantageous proposal to the CPC.

Ratings will comprise all or some of the following:

1. **HA** – Highly Advantageous
2. **A** – Advantageous
3. **NA** – Not Advantageous
4. **U** – Unacceptable

The composite rating of "Highly Advantageous" or "Not Advantageous" may be assigned only if a proposal has received at least one such rating among the criteria listed below. An automatic rating of "Unacceptable" is given to any proposal receiving any rating of this type to an item listed.

The ratings will be given to each proposal reviewed in the manner set forth below in detail.

### **Criteria**

#### **1. Extent of and quality of experience and past performance of the Contractor in the development of a Community Preservation Plan (Plan).**

HA - There is evidence in the proposal that the Contractor has demonstrated an excellent level of past performance in providing services, similar to those being sought in this RFP, to more than one client with characteristics and requirements similar to or more extensive than those of the Town within the last 10 years.

A - There is evidence in the proposal that the Contractor has demonstrated a satisfactory level of past performance in providing services, similar to those being sought in this RFP, to at least one client with characteristics and requirement similar to or more extensive than those of Town within the last 10 years.

NA - There is evidence in the proposal that the Contractor has demonstrated a satisfactory level of past performance in providing services to other clients within the last 10 years, and has provided services to at least one other client with characteristics and requirements similar to those of the Municipality.

U - (1) There is evidence in the proposal that the Contractor has demonstrated an unsatisfactory level of past performance in providing one or more services to other clients; or (2) the Contractor has not provided services to a client with similar characteristics and requirements to those of Town within the last 10 years.

#### **2. Demonstrated ability and experience working with municipal boards/committees and the public in preparation of a Plan.**

HA - There is evidence that the Contractor has worked with two or more clients resulting in the municipal government preparing a Plan within the last 10 years.

A - There is evidence that the Contractor has worked with one client resulting in the municipal government preparing a Plan within the last 10 years.

NA - There is evidence that the Contractor worked with one or more clients, but has not resulted in a municipal government preparing a Plan within the last 10 years.

**3. Qualifications, experience and involvement of the consultant team, including sub-consultants, in relation to successfully completed municipal projects.**

HA - There is evidence in the proposal that key personnel are highly qualified and have successfully provided services, similar to those being sought in this RFP, to more than one client with characteristics and requirements similar to or more extensive than those of the Town within the last 10 years.

A - There is evidence in the proposal that key personnel are qualified and have successfully provided services, similar to those being sought in this RFP, to more than one client with characteristics and requirements similar to or more extensive than those of the Town within the last 10 years.

NA - There is evidence in the proposal that one or more of the Contractor's key personnel are minimally qualified or experienced, but others have more qualifications and experience and have provided services, similar to those being sought in this RFP, to more than one client with characteristics and requirements similar to those of the Town within the last 10 years.

U - The Contractor does not offer actual consulting services directly or through Contractors, or has not provided those services to client(s) with characteristics and requirements similar to those of the Town.

**4. Demonstrated experience in public meeting facilitation with results of high level citizen participation, effective discussion, and non-partisan solutions.**

HA – A project manager is proposed who has extensive experience in meeting facilitation to the extent that encourages a variety of meeting attendees to participate in the discussion and to contribute to identifying needs and setting goals for inclusion in a Plan.

A – A project manager is proposed with some meeting facilitation experience in developing citizen participation and generating usable solutions.

NA – A project manager is proposed that has no experience in meeting facilitation and in engaging a diverse population to participate in the discussions.

**5. Overall project proposal, recommended timeline, and availability of resources, including support staff, to produce high quality, clear, and actionable Plan.**

HA – The plan of services proposes a detailed, logical, and efficient scheme to produce a high quality Plan. All of the Contractor’s references indicate that the projects were completed on schedule, or with minimal, insignificant delays, and within budget

A – The plan of services proposes a credible scheme to produce a high-quality Plan. Only one of the Contractor’s references indicates that the project was completed with substantial delays attributable to the Contractor, and no current project or project completed within the last 10 years experienced substantial delays attributable to the Contractor.

NA – The plan of services is not sufficiently detailed to fully evaluate, or the plan does not contain all components necessary to produce a complete Plan. More than one of the Contractor’s references indicates that the project was completed with substantial delays attributable to the Contractor, and no current project or project completed in the last year experienced substantial delays attributable to the Contractor.

U – The proposed plan of services does not indicate adequate staff or resources to complete the Plan as needed. All of the Contractor’s references indicate that the project was completed with substantial delays attributable to the Contractor.

## **6. Evaluation of References**

HA- References from one or more clients with characteristics and requirements similar to or more extensive than those of Town state that the Contractor demonstrated an **excellent level** of past performance in providing services similar to those being sought in this RFP and there are not references which are deemed unsatisfactory.

A- References from one or more clients with characteristics and requirements similar to or more extensive than those of Town state that the Contractor demonstrated a **satisfactory level** of past performance in providing services similar to those being sought in this RFP and any unsatisfactory references are not deemed indicative of the Contractor’s overall performance history.

NA- References from one or more clients state that the Contractor demonstrated a **satisfactory level** of past performance in providing services, but the services, in all cases, were not similar to or greater than those being sought in this RFP.

U- References from clients indicate that the Contractor demonstrated an **unsatisfactory level** of past performance in providing services or the references were not adequate.

## **7. Interview Performance**

HA - The Contractor demonstrated an **excellent level** of performance in all aspects of the interview.

A – The Contractor demonstrated a **satisfactory level** of performance in all aspects of the interview.

NA – The Contractor demonstrated a **satisfactory level** of performance in some aspects of the interview.

U - The Contractor demonstrated an **unsatisfactory level** of performance in some aspects of the interview.

Note: Contractors who succeed in being on the short list of candidates will be required to attend an interview. The senior members of the contractor's team who will be assigned to this project will be required to attend.

## **J.) QUESTIONS**

Questions regarding this Request for Proposals shall be submitted in writing on or before November 11, 2019 to:

Joseph Laydon, Town Planner  
30 Providence Road  
Grafton, MA 01519

Or by email at [planningdept@graffton-ma.gov](mailto:planningdept@graffton-ma.gov)

Responses to questions submitted will be forwarded to all firms receiving this Request for Proposals by November 15, 2019.



STATEMENT OF TAX COMPLIANCE/NON COLLUSION

As required under Chapter 233 and 701 of the Massachusetts Acts and Resolves of 1993, all bidders certify to the following, by signing this page in the space indicated below:

1. The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word person shall mean any natural business or legal entity.
2. Pursuant to M.G.L. C62C S49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state and federal tax returns and paid all state taxes required under law.

Social Security Number or Federal Tax Identification Number of

Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# TOWN OF GRAFTON

STATE CONTRACT # (if applicable) \_\_\_\_\_

**DATE:** \_\_\_\_\_

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

\_\_\_\_\_  
["Contractor"]

\_\_\_\_\_  
[Contact Name for Responsible Person]

\_\_\_\_\_  
[Address of the Contractor]

\_\_\_\_\_  
[Telephone Number]

\_\_\_\_\_  
[FAX Number]

\_\_\_\_\_  
[email address]

1. This is a Contract for the procurement of the following:  
(Describe the work to be performed)

2. The Contract price to be paid to the Contractor by the Town is:

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed \$\_\_\_\_\_ as more fully set forth in the Contractor Documents.

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before \_\_\_\_\_, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly

stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority

of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per

person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

#### 21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

#### 24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Chairman, Board of Selectmen

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Certified as to Form:

\_\_\_\_\_  
Town Counsel

\_\_\_\_\_  
Date

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
Date



## CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A  
\_\_\_\_\_, authorized signatory for  
name of signatory \_\_\_\_\_, whose  
name of contractor \_\_\_\_\_  
principal place of business is at \_\_\_\_\_,  
\_\_\_\_\_ does hereby certify under the pains and penalties of  
perjury that \_\_\_\_\_ has  
name of contractor \_\_\_\_\_  
paid all Massachusetts taxes and has complied with all laws of the Commonwealth of  
Massachusetts relating to taxes, reporting of employees and contractors, and withholding  
and remitting child support.

\_\_\_\_\_